

CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: APPROVE MAIL SERVICES AGEEMENT (\$137,700.00 offset by savings)

MEETING DATE: April 5, 2000

PREPARED BY: Finance Director

RECOMMENDED ACTION: That the City Council approve the attached Agreement with Pre-

Sort Center of Stockton, Inc. for utility bill laser printing and mailing services with the provision that the City may extend the Agreement for four one-year periods from the original expiration

date, not to exceed a total of five years.

BACKGROUND INFORMATION: The City of Lodi desires to print and mail utility bills and send

daily mail in a cost and time effective manner through the use of a full service computerized laser printing and mailing service. The City of Lodi's mail center is currently located at the Finance Department Annex. The mail center processes approximately 25,000 utility bills and 15,000 pieces of mail

each month.

The Mail Service will obtain the lowest postage rates available from the U.S. Post Office and provide envelopes and paper for bills at a lower price than can be obtained by the City of Lodi. The possibility of utility bills not being delivered to the U.S. Post Office in a timely manner due to an ongoing problem of equipment failure will be eliminated.

There will be a small reduction in part time staff hours with the balance of hours being reassigned to other duties in the Finance Department.

City staff received excellent references for Pre-Sort Center of Stockton from Farmers & Merchants Bank, San Joaquin County and the City of Stockton.

APPROVED:

H. Dixon Flynn -- City Manager

FUNDING: Current Operating Budget—Finance Department

Vicky McAthie Finance Director

:ss

Attachments: Cost Analysis

Bid

References (2) Agreement (7)

Scope of Services (6)

Prepared by Sandra Smith, Support Services Supervisor

PRE-SORT COST ANALYSIS

CITY OF LODI PER YEAR

		SAVINGS	TIME SAVINGS	TOTAL SAVINGS
1)	Maintenance Agreement	2,200.00		
2)	First Class Postage \$0.50 X 25,000 Bills X 12 Months	150,000.00		
3)	#9 Envelopes \$17.00 per 1,000 X 25 X 12	5,100.00		
4)	#11 Envelopes \$35.00 per 1,000 X 25 X 12	10,500.00		
5)	Paper for Bills \$22.35 per 1,000 X 25 X 12	6,705.00		
6)	ONE TIME SAVINGS Postage Machine	16,000.00		
7)	Staff to Print Bills		2,125.00	
8)	Staff to Fold Bills, Insert Bills, Flyers & Return Envelopes & Seal Envelopes		6,000.00	
9)	Staff to Take Bills to the Post Office		1,750.00	
10)	Staff to Supervise Operation		2,470.00	_
	SUB-TOTALS	190,505.00	12,345.00	
				202,850.00

PRE-SORT PER YEAR

1) See attached quote \$0.459 X 25,000 X12

137,700.00

Pre-Sort Center 3806 Coronado Avenue Stockton, CA 95204 QUOTE March 21, 2000

ATTENTION: Sandy Smith

City of Lodi 212 W. Pine St. Lodi, CA 95241

DESCRIPTION		AMOUNT
First Class		
Print 8 1/2 x 11 single-page statements (duplex)		
This includes perf. paper and one color (red, blue or green)		\$0.075 ea.
Two envelopes (#10 envelope and #9 return envelope)		\$0.050
Fold, Insert, Meter, Seal, Barcode and Sort	}	\$0.054
Extra Inserts (example: 8 1/2 x 11 prefolded)		\$0.010 ea.
		60.070
Postage (automated) 1 oz. weight		\$0.270 ea.
	}	
NOTE: In the event the U.S.P.S. raises the 1 oz. automated postage rate, Pre-Sort Center		
will deem it necessary to adjust the above \$.27 rate to reflect the new automated		
postage rate.	1	•
	1	
	1	
Ti	OTAL	\$0.459

REFERENCES:

- 1. San Joaquin County Revenue & Recovery Linn Smith (209) 468-2111
- 2. Farmers & Merchants Bank
 Bill Bruneel
 (209) 367-2431
- 3. Omni Healthcare Joyce Oglesby (209) 955-7607
- 4. Washington Mutual Claudette Goulart (209) 460-2539
- 5. Community Medical Centers, Inc. Paul Wandel (209) 944-4705
- 6. City of Stockton Fred Dimas (209) 937-8406

Memorandum

To: Finance Director Vicky McAthie

From: Support Services Supervisor Sandra Smith

Date: 02/08/00

Re: References for Pre-Sort Center of Stockton, Inc.

12/09/99, San Joaquin County, Linn Smith

Ms. Smith stated, "Company truly wonderful." Pre-Sort has been printing and processing bills for San Joaquin County for the last five years. They are saving lots of money. There have been no problems. Sixty thousand bills go out once a month (all same day). Pre-Sort picks up tapes to be printed. Pre-Sort processes their miscellaneous mail that their mailroom cannot handle. Mail was a nightmare before going to Pre-Sort.

12/09/99, Farmers & Merchants Bank, Bill Bruneel

Mr. Bruneel stated, "Very happy with them (Pre-Sort)." Pre-Sort has been processing the mail for all Farmers & Merchants Bank branches for the last eight years. They are saving lots of money. Farmers & Merchants Bank uses all of Pre-Sort's services including printing and advertising. Pre-Sort picks up from Farmers & Merchants Bank in Lodi on a daily basis. The confidential nature of mail is addressed in a contract between Pre-Sort and Farmers & Merchants Bank. Besides saving money, they are saving the headache of processing their mail.

12/09/99, Fred Dimas, City of Stockton

Mr. Dimas stated, "I have never had a problem with them (Pre-Sort); I recommend them highly." Pre-Sort has been processing the mail for the City of Stockton for the last six years. They are saving the City of Stockton \$25,000.00 annually. They have good customer service; hold open houses to keep customers informed of postal changes. Seventy thousand bills go out each month. Pre-Sort processes their miscellaneous in-house mail. Pre-Sort picks up from the City of Stockton on a daily basis and brings them their mail from the Post Office each morning.

AGREEMENT

This AGREEMENT is made and entered into on by and between PRE-SORT CENTER OF STOCKTON, INC., hereinafter called CONTRACTOR, and the CITY OF LODI, a municipal corporation, hereinafter called CITY.

WITNESSETH;

WHEREAS, CITY desires to print and mail CITY utility bills and daily mail in a cost and time effective manner through the use of a full service computerized laser printing and mailing service; and

WHEREAS, CITY has selected CONTRACTOR to provide said service in order to accelerate the printing and mailing of all CITY utility bills and daily mail.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto covenant, promise and agree as follows:

SECTION 1 SCOPE OF SERVICES

CONTRACTOR, for the benefit of and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, which is attached to this Agreement and incorporated herein by this reference.

SECTION 2 COMPENSATION

Unless otherwise specified in Exhibit B, CONTRACTOR shall bill CITY on a monthly basis for services rendered pursuant to this Agreement. CONTRACTOR shall be compensated for said services upon the terms and in the amounts set forth in Exhibit B, which is attached to this Agreement and incorporated by this reference.

CITY shall process payment to CONTRACTOR within fifteen (15) days of receiving invoices.

SECTION 3 RIGHTS AND DUTIES OF CONTRACTOR

CONTRACTOR represents and warrants that it has, or will have at the time this Agreement is executed, all licenses (including a City of Lodi Business License), permits, qualifications, insurance and approvals of whatever nature as are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement without first obtaining prior written approval from CITY. The cost of such additional work shall be reimbursed to CONTRACTOR by CITY pursuant to the provisions contained in Section 4 of this Agreement.

CONTRACTOR shall meet with CITY and/or third parties as necessary, on all matters connected with the carrying out of CONTRACTOR'S services as described in Exhibit A. Such meetings shall be held at the request of either party hereto.

SECTION 4 CHANGES IN WORK

CITY reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra services as may be required for the proper completion of the services contemplated by CONTRACTOR.

Any such changes will be set forth in a contract change order which will specify, in addition to the services done in connection with the change made, adjustments of contract time, if any, and the basis of compensation for such services. A contract change order will not become effective until approved by the City Manager and/or the City Council.

SECTION 5 TERM

The term of this Agreement shall be for one year. CITY retains the option to extend this Agreement for four (4) one-year periods from the original expiration date. At no time will this Agreement exceed a total of five (5) years.

CONTRACTOR may request a rate adjustment for the succeeding year. The adjustment shall not exceed the published Producers Price Index (PPI). This request for adjustment must be received by CITY by December 15 of the current agreement year. The published PPI will be January of the current agreement year. If such a request is made, and the parties agree that there has been satisfactory contract performance, then and in that event only, CITY may allow the adjustment to be effective for the succeeding agreement year.

SECTION 6 CONTRACT BOND

CONTRACTOR shall furnish CITY with a faithful performance bond, an irrevocable letter of credit, certificate of deposit or similar account or cash deposit in the amount of Fifteen Thousand Dollars (\$15,000.00) which shall be furnished concurrently with the signing of this Agreement.

The surety, which provides the bond, must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bond shall be executed by the surety and CONTRACTOR concurrently with the signing of this Agreement. The form of said bond must be approved by the City Attorney, and the surety must be approved by the Finance Director.

All alterations, extensions of time, extra and additional work and other changes authorized by these specifications or any part of this Agreement shall be made without securing the consent of the surety on the contract bond.

SECTION 7 TERMINATION

7.1 Funding

This Agreement will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate without penalty, at the end of the term for which funds are appropriated.

7.2 Termination for Cause

For any valid reason whatsoever, including, but not limited to, a determination by CITY that the conduct of CONTRACTOR is such that the interest of CITY may be impaired or prejudiced, CITY may, upon ten (10) days written notice to CONTRACTOR, terminate this Agreement.

7.3 Unconditional Termination for Convenience

Either party may terminate this Agreement for convenience by providing sixty (60) calendar days prior written notice to the other party.

Upon notice of termination of the Agreement hereunder, CONTRACTOR shall be responsible for the retention and processing of CITY'S data files for a period not to exceed sixty (60) days following notification of such termination. During that period of time, CONTRACTOR agrees to cooperate and assist CITY with the orderly transmission of CITY data to whatever point of delivery designated and in the form as designated by CITY. In the event of termination under this Section, CITY shall have the right to obtain from CONTRACTOR, and CONTRACTOR shall be obligated to turn over immediately to CITY, any documentation CITY may deem necessary to print and mail utility bills with a new party.

SECTION 8 INDEPENDENT CONTRACTOR

CONTRACTOR shall perform services under this Agreement as an independent CONTRACTOR. Neither CONTRACTOR nor its officers, agents or employees shall be considered employees of CITY. Rights and obligations of CONTRACTOR shall retain all responsibility and authority over its officers, agents and employees related to fulfilling obligations under this Agreement.

SECTION 9 DOCUMENTATION AND WORK PRODUCT

CONTRACTOR agrees that all reports, analyses, audits, computer tapes or cards or other material documents or data and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY and the same shall be returned to CITY upon the termination of this Agreement as requested by CITY.

SECTION 10 AUDITING

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

SECTION 11 INDEMNIFICATION

CONTRACTOR agrees to hold harmless and defend legal action commenced against CITY caused directly or indirectly by wrongful or negligent acts of CONTRACTOR or CONTRACTOR'S officers, employees, agents or others engaged by CONTRACTOR; and to indemnify CITY and any of its officers and employees against liability, loss, cost or damage, including attorney's fees resulting therefrom.

CITY agrees to hold harmless and defend any legal action commenced against CONTRACTOR caused directly or indirectly by wrongful or negligent acts of CITY'S officers, employees, agents, or others engaged by CITY: and to indemnify

CONTRACTOR against any liability, loss, cost or damages, including attorney's fees resulting therefrom.

SECTION 12 WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR shall secure at its own expense and maintain during the life of this Agreement, workers' compensation coverage for its employees as necessary to protect CONTRACTOR and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve CITY of all responsibility for such claims and or liability. CONTRACTOR shall, prior to undertaking the work contemplated herein, supply CITY with a certificate of insurance evidencing that said coverages are in full effect.

SECTION 13 INSURANCE

In addition to the Workers' Compensation Insurance, CONTRACTOR shall comply with the insurance requirements set forth in Exhibit C, which is attached to this Agreement and incorporated by this reference.

SECTION 14 NOTICES

Any notice, tender, delivery, requests for payment or notice to be given hereunder by either party to the other may be effected by personal delivery, in writing, or by mail, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by delivery of written notices in accordance with this paragraph:

TO CONTRACTOR: PRE-SORT CENTER OF STOCKTON, INC.

PATRICIA GOMES, ADMINISTRATIVE MANAGER

3806 CORONADO AVENUE STOCKTON CA 95204

TO CITY:

CITY OF LODI

VICKY MC ATHIE, FINANCE DIRECTOR

P O BOX 3006

LODI CA 95241-1910

SECTION 15 ASSIGNMENT

CONTRACTOR shall neither assign nor delegate its rights and/or duties under this Agreement without first obtaining CITY'S written consent to the assignment and/or

delegation. Any such assignment or delegation made by CONTRACTOR without prior written consent of CITY will render this Agreement voidable at sole discretion of CITY.

SECTION 16 NONDISCRIMINATION

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractors on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age or any other criteria prohibited by law.

SECTION 17 APPLICABLE LAW

This Agreement shall be governed by and any disputes arising therefrom shall be decided pursuant to the laws of the State of California.

SECTION 18 ATTORNEY'S FEES

In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments, or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

SECTION 19 CAPTIONS

The captions of the sections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

SECTION 20 SEVERABILITY

The provisions of this Agreement are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

SECTION 21 PROHIBITION OF GIFTS

CONTRACTOR shall be subject to the CITY'S prohibition against acceptance of any gift by a CITY officer or designated employee. CONTRACTOR agrees not to offer any CITY officer or designated employee any gift. The offer or giving of any gift shall

constitute a material breach of the Agreement by the CONTRACTOR. The CITY may terminate Agreement for such breach.

This Agreement represents the entire integrated agreement between CONTRACTOR and CITY; supersedes all prior negotiations, representatives, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY.

SECTION 22 AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day first hereinafter written.

CITY OF LODI	PRE-SORT CENTER OF STOCKTON, INC.
H. DIXON FLYNN, CITY MANAGER	CONTRACTOR
	By:
Dated:	Dated:
Attest:	
Alice M. Reimche City Clerk	

Randall A. Hays City Attorney

Approved as to Form:

EXHIBIT A

SCOPE OF SERVICES

The scope of services required by the CITY are:

- A. Pick up tapes (if electronic transmission is not used), mailing inserts and daily mail on business day following notification by CITY that materials are ready. Business days are Monday through Friday, 52 weeks per year (excepting holidays as determined by the CITY).
- B. Process multiple mailings on the same day using different formats and specifications.
- C. Provide billing and mailing supplies such as: 8 ½ X 11" paper stock, per CITY specifications which include one (1) side preprinted perforated for tear-off stub, various colored stock paper as specified by CITY, #10 and #11 window mailing envelopes and #9 return envelopes. CONTRACTOR to insure that envelopes meet postal regulations to qualify for most beneficial postage rates. CONTRACTOR will be responsible for ordering, storing and maintaining sufficient inventory of above items to meet CITY'S needs.
- D. Provide equipment, staff and all services necessary to design, revise and print various formatted billing and notice overlays in conjunction with printing bills and notices from data provided by CITY.
- E. Print laser images (including bar coding) from mutually agreed format. Ability to receive data (including bar coding) from an appropriate medium. Additionally, CONTRACTOR to provide necessary staff and equipment to receive/accept electronic transmission of data.
- F. Provide services to fold and stuff: bill, return envelope and various "stuffers" (as needed) and to prepare these items for mailing in accordance with postal regulations to qualify for most beneficial postage rates, i.e., zip+4, bar coded, presorted and CASS Certificate compliance.
- G. Deliver prepared mailings to Stockton U. S. Post Office or arrange postal permit that does not designate city of origin if city of origin is other than the City of Stockton.
- H. Guarantee delivery of bills to U. S. Post Office as stated in section "G" above no later than mailing deadline of next postal business day following receipt of data from CITY.

- I. Guarantee the following time line:
 - DAY 1 CITY notifies CONTRACTOR by 5:00 p.m. of material ready for pickup or transmission for next business day.
 - DAY 2 Material picked up from CITY Finance Department by a mutually agreed upon time (no earlier than 11:00 a.m. and not later than 3:00 p.m.). Electronic transmission (no earlier than 11:00 a.m. and not later than 3:00 p.m.) (time can be altered by mutual agreement).
 - DAY 3 Printed, mail-ready bills and daily mail, delivered to U.S. Post Office stated in Section "G" by the mailing deadline for that business day.
- J. CONTRACTOR must provide contingency plan acceptable to the CITY for processing bills and notices in the event of an equipment failure, employee strike, localized natural disaster or any other incident which might interrupt the vendor's normal operations.
- K. CONTRACTOR must be able to demonstrate ability to read and process CITY'S tapes prior to Agreement being signed.

EXHIBIT B

COMPENSATION

CITY shall pay CONTRACTOR for printing and mailing in accordance with the table below.

Print 8 ½ X 11 statements (duplex) This includes perforated paper and one color (red, blue or green)			
Two envelopes (#10 or #11 envelope and #9 return envelope)			
Fold, insert, meter, seal, barcode and sort			
Extra inserts		\$0.010 ea	
Postage (automated)	1 oz. Weight	\$0.270	
Pick-up/Delivery Costs		\$ -0-	
Set-up Fee		\$ -0-	
Fees for Design/Revision of Bill and Notice Overlay			
Storage Costs		\$ -0-	
Any other Fees (please provide details)			

POSTAGE

CITY will deposit estimated postage cost with CONTRACTOR at a mutually agreed date prior to service. The estimated deposit will be based on previous month's postage expense recap provided by CONTRACTOR.

CITY will reimburse CONTRACTOR for metering postage.

EXHIBIT C

INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives or employees.

Minimum Limits of Insurance

CONTRACTOR shall maintain insurance limits not less than:

- 1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage.
 - If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
- 3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- 4. Professional Liability: \$1,000,000.00 per claim.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.

- 2. For any claim related to the project, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.
- 4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, CONTRACTOR shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by CONTRACTOR as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California or must otherwise be approved by CITY.

Verification of Coverage

CONTRACTOR shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences.

Upon request, CONTRACTOR shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Agreement.

EXHIBIT D

COMPANY HISTORY AND REFERENCES

CONTRACTOR will provide to CITY prior to Agreement being signed:

- A. A brief history of the company.
- B. The qualifications of the personnel who will be responsible for the CITY'S work.
- C. Client references, including telephone numbers.
- D. Evidence of the CONTRACTOR'S ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- E. A demonstration on reading the CITY'S tape cartridge, reel or electronic capabilities.

RESOLUTION NO. 2000-46

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT WITH PRE-SORT CENTER OF STOCKTON, INC. FOR UTILITY BILL LASER PRINTING AND MAILING SERVICES

BE IT RESOLVED, by the City Council of the City of Lodi that the City Manager is hereby authorized and directed to execute agreement with Pre-Sort Center of Stockton, Inc. for utility bill laser printing and mailing services; and

BE IT FURTHER RESOLVED, that the term of this Agreement shall be for one (1) year, with the option of extending the agreement for four (4) one-year periods from the original expiration date.

Dated:

April 5, 2000

I hereby certify that Resolution No. 2000-46 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 5, 2000, by the following vote:

AYES:

COUNCIL MEMBERS - Hitchcock, Land, Nakanishi, Pennino and

Mann (Mayor)

NOES:

COUNCIL MEMBERS - None

ABSENT:

COUNCIL MEMBERS - None

ABSTAIN:

COUNCIL MEMBERS - None

Jacqueline L.(Tay Interim City Clerk